

IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA

W. A. DREW EDMONDSON, in his )  
capacity as ATTORNEY GENERAL )  
OF THE STATE OF OKLAHOMA and )  
OKLAHOMA SECRETARY OF THE )  
ENVIRONMENT C. MILES TOLBERT, )  
in his capacity as the )  
TRUSTEE FOR NATURAL RESOURCES )  
FOR THE STATE OF OKLAHOMA, )

Plaintiff, )

vs. ) 4:05-CV-00329-TCK-SAJ

TYSON FOODS, INC., et al, )

Defendants. )

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THE VIDEOTAPED 30(b)(6)  
DEPOSITION OF PATRICK PILKINGTON, produced as a  
witness on behalf of the Plaintiff in the above  
styled and numbered cause, taken on the 20th day of  
August, 2007, in the City of Fayetteville, County of  
Washington, State of Arkansas, before me, Lisa A.  
Steinmeyer, a Certified Shorthand Reporter, duly  
certified under and by virtue of the laws of the  
State of Oklahoma.

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**918-587-2878**

**EXHIBIT**

12

1 MR. BULLOCK: Do we have anybody on the  
2 phone?

3 MS. GRIFFIN: Jennifer Griffin for Willow  
4 Brook Foods.

5 VIDEOGRAPHER: Thank you. The witness may 01:02PM  
6 be sworn in.

7 PATRICK PILKINGTON  
8 having first been duly sworn to testify the truth,  
9 the whole truth and nothing but the truth, testified  
10 as follows:

11 DIRECT EXAMINATION

12 BY MR. GARREN:

13 Q Please state your full name for the court.

14 A I'm Patrick Martin Pilkington.

15 Q And are you currently employed, Mr. 01:02PM  
16 Pilkington?

17 A Yes, I am.

18 Q And for whom are you employed?

19 A With Tyson Foods.

20 Q How long have you been with Tyson Foods as an 01:03PM  
21 employee?

22 A Working on eleven years.

23 Q What position do you currently hold?

24 A I'm vice-president of live production  
25 operations. 01:03PM

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1 from what you define as negotiation versus the  
2 witness.

3 Q With regard to the actual terms of the  
4 contract, are any of these negotiated separately  
5 with the growers individually? 01:24PM

6 A We do not -- we don't negotiate, to use your  
7 term, individual parts of contracts. In fact, it's  
8 my understanding that we have an obligation through  
9 Packers and Stockyards regulations to treat  
10 similarly situated growers similarly and, in fact, I 01:24PM  
11 believe that would prohibit what I think it is you  
12 are asking.

13 Q Do you know a Mr. Thomas Michael Baker?

14 A I do not believe so.

15 Q Okay. You don't know whether he's been 01:25PM  
16 employed by Tyson and had any knowledge with regard  
17 to contracts in the past?

18 A I don't know.

19 Q Has Tyson in the past changed a term in a  
20 contract as a result of a request by a grower making 01:25PM  
21 that request?

22 A The only situation I can recall would be a  
23 request to decrease the duration of a contract. For  
24 instance, we commonly offer -- today we commonly  
25 offer three-year contracts or a seven-year contract, 01:26PM

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1 and there are cases where a grower will want to take  
2 the shorter duration contracts, excuse me, for  
3 whatever reason they may have, and I'm generally  
4 aware of that having occurred, although it's a very  
5 minor -- excuse me, infrequent circumstance.

01:26PM

6 Q In order to qualify for a seven-year contract  
7 there's certain minimum specifications that a  
8 contract grower must provide in the way of  
9 facilities and equipment; is that correct?

10 A We have minimum specifications on all our  
11 broiler contracts and the longer duration contracts  
12 often go hand in hand with what we call a premium  
13 specification.

01:26PM

14 Q And so the three-year contract would be anyone  
15 who had a premium house could have a three-year  
16 contract but those who do not have premium houses  
17 must take the three-year contract; is that a fair  
18 statement?

01:27PM

19 A Yes, in a complex that has that -- has both  
20 conventional and a premium house contract, that  
21 would be correct.

01:27PM

22 Q And do each of those contracts have a  
23 provision that either side can terminate it  
24 basically at any time with certain notice  
25 requirements?

01:27PM

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1 A No.

2 Q Does Tyson ever pick up dead birds?

3 A From the house?

4 Q At any time --

5 A Well, it's -- I'm sorry. It's the grower's 02:25PM  
6 responsibility to remove dead birds or daily  
7 mortality from the house.

8 Q Okay. Does Tyson generally set the schedule  
9 for placement of the birds with the grower?

10 A Yes. 02:25PM

11 Q Does Tyson generally set the schedule for the  
12 pickup of the birds from the grower?

13 A Yes.

14 Q Does Tyson determine the quality of birds to  
15 be delivered to a grower? 02:26PM

16 A Tyson -- our intent is to deliver good quality  
17 birds to all growers.

18 Q Does Tyson cull any chicks before it delivers  
19 any birds to the growers?

20 A That practice is not universal but, yes, in 02:26PM  
21 some hatcheries certain chicks that are deemed unfit  
22 for placement or for animal welfare purposes, they  
23 would be culled, yes.

24 Q Does Tyson supply and deliver all the feed to  
25 each farm? 02:26PM

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1 A Yes.

2 Q Does Tyson supply all the medications used on  
3 a farm for the birds?

4 A We do supply medication when needed.

5 Q Does Tyson supply all vaccinations to the 02:26PM  
6 birds?

7 A We also supply vaccinations when needed.

8 Q Does Tyson supply all the veterinary services  
9 used or needed for the birds?

10 A We employ and then provide veterinary services 02:27PM  
11 for the growers.

12 Q Does Tyson supply a service tech or  
13 representative who makes weekly or more often visits  
14 to inspect the operations of its growers?

15 A Our service techs don't really inspect, but we 02:27PM  
16 do have service techs that are employed, and they  
17 generally have an area in which they will visit  
18 farms on roughly a weekly basis.

19 Q You said they don't inspect. Do you mean they  
20 don't check the temperature in the barn? 02:27PM

21 A No. What I'm wanting to clarify is that's not  
22 -- their job is to advise growers and to make them  
23 aware of best management practices and to help them  
24 in ways that make sure their flock performs very  
25 well. It's not simply an inspection role. 02:28PM

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1 A What I'm saying is I can't by memory go  
2 through every one of these and verify that. I can  
3 tell you in general how many we have, how many  
4 houses, how many growers, et cetera, but --

5 MR. GEORGE: Rick -- 04:44PM

6 A I can't go line by line and tell you.

7 Q Tell me then how many growers does Tyson at  
8 this time have in the IRW?

9 A Exclusively?

10 Q Contract growers to start with. 04:44PM

11 A Exclusive of Cobb, we would have about 7 --  
12 excuse me, 750 houses and that would be broiler,  
13 breeder, pullet and we would have -- excuse me, we  
14 do have 185 contracts. It does not necessarily mean  
15 185 growers because sometimes growers have multiple  
16 contracts. 04:44PM

17 Q What was the purpose for having multiple  
18 contracts with growers?

19 A Sometimes it is at their request. They may  
20 have a husband and wife that want part of the farm 04:45PM  
21 in his name or her name, and I don't really know the  
22 specifics of that. We usually just accommodate it  
23 and move on. Other times it has a very important  
24 reason, that being part of the farm may be upgraded  
25 and qualify for a different pay rate. For instance, 04:45PM

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